

WARRANTY CARD



POLARGOS spółka z ograniczoną odpowiedzialnością with the registered office in Warsaw,
ul. Deptak 17, 04-956 Warsaw, tel. (+48) 022 872 00 91-93, fax (+48) 022 612 68 60,
entered into the National Court Register kept by the District Court for the capital city of Warsaw, 13th Commercial
Department of the National Court Register under KRS 0000043915, statistical number REGON 010679550, tax num-
ber NIP 1130088519, with the share capital of PLN 4,043,000.00

Address of a production factory (division of Polargos spółka z ograniczoną odpowiedzialnością):
Polargos spółka z ograniczoną odpowiedzialnością), Division in Oziemkówka
Oziemkówka 57a, 08-420 Miastków Kościelny tel. (+48) 025 683 05 55-56, fax (+48) 025 683 78 38,
e-mail: serwis@polargos.pl

GENERAL WARRANTY TERMS AND CONDITIONS

1. Polargos spółka z ograniczoną odpowiedzialnością with the registered office in Warsaw (Guarantor) provides a guarantee (Warranty) for products manufactured by it (the Guarantor's Product or Products), except for the case defined in section 18. Customers are entitled to warranty rights if they purchased the Guarantor's Products directly from the Guarantor or through retail chains and distributors who are the distributors of the Guarantor's Products under a valid agreement.
2. The present warranty shall become null and void:
 - a. if the Guarantor's Products are installed beyond the country of purchase;
 - b. if the installation of the Guarantor's Products is not compliant with the installation manual, to the extent the incorrect installation has contributed to the defect occurrence;
 - c. in case of misuse of the Guarantor's Products, to the extent the misuse has contributed to the defect occurrence.

WARRANTY TERMS AND CONDITIONS FOR STEEL STRUCTURES

3. For Non-Consumer Buyers, the warranty period is 12 months from the date of delivery of the Product to such a Buyer, unless the agreement between the Buyer and the Guarantor provides otherwise. The Non-Consumer Buyer is obliged to inspect the Products immediately after delivery. The inspection shall include:
 - a. compliance and completeness with the order of the Products supplied;
 - b. evaluation of the external condition of the Product in terms of possible apparent defects or mechanical damage;
4. The Warranty Term for Consumers is 2 (two) years from the date of Product's delivery to the Consumer Buyer. This Warranty shall exclude corrosion protection, set out in section 7 of the present Warranty.
 - a. The Consumer Buyers are obliged to evaluate the technical condition of the Guarantor's Product immediately after the Product's delivery;
 - b. The Buyer is obliged to evaluate the external condition of the Product in terms of possible apparent defects or mechanical damage; The evaluation shall be completed immediately after the Product's delivery, preferably not more than 14 days after its delivery;
 - c. the Product's external condition shall be evaluated with a naked eye from a 3-meter distance in daylight. Minor imperfections of coating, paint bumps, scratches, abrasions not visible during the evaluation shall not constitute grounds for a Warranty claim;
5. Additionally, to Consumer Buyers, the Guarantor grants a Warranty for corrosion resistance of steel Products:
 - a. for hot dip galvanised steel Products, for example: gates, wickets, panels (spans), poles - for a period of 2 (two) years from the date of delivery of the Product;
 - b. for duplex system corrosion protected steel Products, i.e. by hot dip galvanising and powder coating, for example: gates,

wickets, panels (spans), poles – for a period of 5 (five) years from the date of delivery of the Product.

- c. for powder coated steel Products, not galvanised, the Guarantor provides no warranty for the corrosion protection of the Products to Consumer Buyers. In this case the paint is a primer paint.
6. Warranty Periods referred to in section 5 (a) (b) above shall be reduced when Product is installed in strongly adverse environment (strongly aggressive), i.e.:
 - a. for elements installed outdoors in a highly polluted environment (SO₂: 30 µg/m³ to 90 µg/m³) or significantly affected by chlorides, e.g. polluted urban areas, industrial areas, coastal areas exposed to sea moisture (C4 – high risk of corrosion according to the degree of environmental corrosivity determined under the PN-EN ISO 14713-1 standard of the Polish Committee for Standardization) – the Warranty Period is 18 months from the date of Product's delivery;
 - b. for elements installed outdoors in a highly polluted environment (SO₂: 90 µg/m³ to 250 µg/m³) or significantly affected by chlorides, e.g. industrial areas, coastal areas, roofed areas near the sea coastline (C5 – very high risk of corrosion according to the degree of environmental corrosivity determined under ISO 14713-1) – the Warranty Period is 12 months from the date of Product's delivery;
 - c. for elements installed outdoors in a highly polluted environment (SO₂ over 250 µg/m³) or significantly affected by chlorides, e.g. highly industrial areas, areas near the sea coastline exposed to occasional contact with sea moisture (CX – the highest risk of corrosion according to the degree of environmental corrosivity determined under the PN-EN ISO 14713-1 standard of the Polish Committee for Standardisation) – the Warranty Period is 9 months from the date of Product's delivery.
 7. The Warranty shall remain valid if the Buyer has installed the Product in accordance with its intended use, in accordance with the Guarantor's Installation and Operating Manual (hereinafter referred to as the "Manual") and in accordance with the best construction practice, if the installation not compliant with its intended use, not in accordance with the Installation and Operating Manual or the best construction practice had contributed to the defect occurrence.
 8. In case the Guarantor ascertains the existence of causes specified in sections 17 and 18 below, the Guarantor shall be entitled to refuse the Warranty claims.

WARRANTY RIGHTS

9. In case of justified Warranty claim, the Guarantor – at its own discretion – shall remove the Product's defects (repair or partially repair the Product) or replace or partially replace the Product with a defect-free one, or reduce the price paid by the Buyer, or refund the price paid by the Buyer in case of withdrawal from the contract.
10. Any defect-related complaint shall be filed immediately, but not later than 14 days after the defect is detected.
11. Guarantor shall be liable for any defects resulting from its negligence or proven manufacturing fault – non-compliance with the approved technology. The Guarantor shall not be liable for any defects resulting from the Buyer's fault.
12. The title to the defective Products replaced shall pass onto the Guarantor.

THE PROCEDURE FOR THE EXERCISE OF WARRANTY RIGHTS

13. The Buyer is entitled to warranty rights provided that it is able to evidence the fact of purchase. The purchase may be evidenced by, for example, presenting a proof of purchase or delivery. The Guarantor reserves the right to refuse to exercise the warranty rights in case of the Buyer's failure to evidence the purchase, as mentioned above. In order to facilitate the complaint examination procedure, the Buyer is recommended to attach a photo of the defective Product allowing for defect evaluation. For Non-Consumer Buyers, attaching a photo allowing for defect evaluation is obligatory.
14. The Buyer may file a Warranty claim in any way, specifying: detected defects, Product in which the defect was noticed, circumstances of defect detection, known information on causes and circumstances of the defect. Warranty claim may be filed at the point of purchase which is a distributor of the Guarantor's products.
15. The Buyer exercising its warranty rights shall agree with the Guarantor whether the defects will be removed on site, or whether the Product shall be delivered to the place (shop) of Product's purchase.
16. The Guarantor shall assess the nature of defects, the manner and time for settling the complaint within 14 days from the date the warranty claim was filed. In case the Guarantor considers the complaint justified, it shall fulfil the warranty obligations within subsequent 45 days.

EXCLUSION OF WARRANTY RIGHTS

17. The Warranty shall exclude any physical defects which have occurred as a result of:
 - a. corrosion of the Product, provided that the Product – in accordance with the sales contract – was a non-galvanised or not duplex system corrosion protected Product;
 - b. improper Product installation, in particular, when the installation was non-compliant with the Manual;
 - c. use of malfunctioning, defective Product, if the defect was noticeable;
 - d. incorrect selection of the Product by the Buyer to the conditions at the place of its installation;
 - e. defective operation of devices installed by the Buyer, which are not the Guarantor's products, but which are complementary to the Guarantor's Product; or which do not originate from the Guarantor, but which have contributed to the defect occurrence.
 - f. alterations or repairs to the Product without the Guarantor's consent given in writing, in electronic or documentary form,

- if they have contributed to the defect occurrence;
- g. misuse of the Product or use of spare parts from manufacturers other than manufacturers of original spare parts of the Guarantor;
 - h. external factors such as fire, salts, lyes, acids, organic solvents containing esters, alcohols, aromatic compounds, glycol ether or chlorinated hydrocarbon substances and other aggressive chemicals (e.g. cement, lime, abrasives and cleaners causing material losses or scratches) or abnormal weather conditions and fortuitous events;
 - i. temperature below -30°C or above $+50^{\circ}\text{C}$ and in case the Product was installed at temperatures below 0°C .
18. The Buyer's Warranty rights shall become null and void, if:
- a. the Buyer has failed to apply or observe the Manual during Product's installation;
 - b. the Buyer has used the Product not in compliance with its properties, intended use and the Manual, to the extent it contributed to the defect occurrence;
 - c. the Buyer has failed to carry out proper maintenance described in the Manual to the extent it has contributed to the defect occurrence;
 - d. the Products not factory galvanised/other than those listed in point 2, have been used in highly corrosive environment (category C5 according to the PN-EN ISO 9223 standard of the Polish Committee for Standardisation), i.e. in an environment with very high pollution or significant impact of chlorides, e.g. industrial areas, coastal areas, roofed areas near the sea coastline.
 - e. the Buyer has altered or repaired the Product by its own or by a third party, other than indicated by the Guarantor, without the Guarantor's consent, to the extent it has contributed to the defect occurrence;
 - f. warranty card was tampered with, falsified or filled in by unauthorized persons.

WARRANTY TERMS AND CONDITIONS FOR GATE DRIVES

19. For Non-Consumer Buyers, the warranty period is 12 months from the date of delivery of the Product to such a Buyer, unless the agreement between the Buyer and the Guarantor provides otherwise. The Non-Consumer Buyer is obliged to inspect the Products immediately after delivery. The inspection shall include:
- a. compliance and completeness with the order of the Products supplied;
 - b. evaluation of the external condition of the Product in terms of possible apparent defects or mechanical damage;
20. The Warranty Term for Consumers is 2 (two) years from the date of Product's delivery to the Consumer Buyer.
21. The Warranty does not create any Guarantor's obligations to carry out any Product's maintenance or inspection activities or to replace consumables in the Products (light bulbs, batteries, fuses).
22. The Guarantor entrusts herewith the performance of Warranty Services to Somfy Sp. z o.o. with its registered office in Warsaw, ul. Marywilska 34 J, 03-228 Warsaw, registered in the National Court Register maintained by the District Court for the capital city of Warsaw, 13th Commercial Department of the National Court Register under KRS No. 0000016533, statistical number REGON: 012152309, tax number NIP: 1130789222 with the share capital of PLN 500,240, hereinafter referred to as "Technical Service Provider". The need of warranty service and technical service may be reported via the hotline at: 0 801 377 199.
23. The warranty shall be null and void if the Buyer installed the Product not in compliance with its intended use, with the Guarantor's Installation and Operating Manual (hereinafter referred to as the "Manual"), to the extent it has contributed to the defect occurrence.
24. In case the Guarantor ascertains the existence of the causes specified in sections 34 and 35 below, the Guarantor shall be entitled to refuse to exercise the Warranty claims.

WARRANTY RIGHTS

25. In case of justified Warranty claim, the Guarantor – at its own discretion – shall remove the Product's defects (repair or partially repair the Product) or replace or partially replace the Product with a defect-free one, or reduce the price paid by the Buyer, or refund the price paid by the Buyer in case of withdrawal from the contract.
26. Any defect-related complaint shall be filed immediately, but not later than 14 days after the defect is detected.
27. The title to the defective Products replaced shall pass onto the Guarantor.
28. Any additional activities (except for the warranty services) agreed with the Technical Service Provider and performed without the Guarantor's consent shall be subject to additional arrangements with the Technical Service Provider and performed for an additional payment agreed with it.
29. The Guarantor shall not be liable for any activities of the Technical Service Provider ordered by the end user as provided for in section 28, i.e. beyond the scope necessary to satisfy the complaint.

THE PROCEDURE FOR THE EXERCISE OF WARRANTY RIGHTS

30. The Buyer is entitled to warranty rights provided that it is able to evidence the fact of purchase. The purchase may be evidenced by, for example, presenting a proof of purchase or delivery. The Guarantor reserves the right to refuse to exercise the warranty rights in case of the Buyer's failure to evidence the purchase, as mentioned above. In order to facilitate the

complaint examination procedure, the Buyer is recommended to attach a photo of the defective Product allowing for defect evaluation. For Non-Consumer Buyers, attaching a photo allowing for defect evaluation is obligatory.

31. The Buyer may file a Warranty claim in any way, specifying: detected defects, Product in which the defect was noticed, circumstances of defect detection, known information on causes and circumstances the defect has occurred. Warranty claim may be filed at the point of purchase which is a distributor of the Guarantor's products.
32. The Buyer exercising its warranty rights shall agree with the Guarantor whether the defects will be removed on site, or the Product shall be delivered to the place (shop) of Product's purchase.
33. The Guarantor shall assess the nature of defects, the manner and time for settling the complaint within 14 days from the date the warranty claim was filed. In case the Guarantor considers the complaint justified, it shall fulfil the warranty obligations within subsequent 45 days.

EXCLUSION OF WARRANTY RIGHTS

34. The Warranty shall exclude any physical defects which have occurred as a result of:
 - a. improper Product installation, in particular, when the installation was non-compliant with the Manual;
 - b. use of malfunctioning, defective Product, if the defect was noticeable;
 - c. incorrect selection of the Product by the Buyer to the conditions at the place of its installation;
 - d. defective operation of devices installed by the Buyer, which are not the Guarantor's products, but which are complementary to the Guarantor's Product; or which do not originate from the Guarantor, but which have contributed to the defect occurrence.
 - e. alterations or repairs to the Product without the Guarantor's consent given in writing, in electronic or documentary form, if they have contributed to the defect occurrence;
 - f. misuse of the Product or use of spare parts from manufacturers other than manufacturers of original spare parts of the Guarantor;
 - g. use of Products not factory galvanised/other than those listed in point 2, in highly corrosive environment (category C5 according to the PN-EN ISO 9223 standard of the Polish Committee for Standardisation), i.e. in an environment with very high pollution or significant impact of chlorides, e.g. industrial areas, coastal areas, roofed areas near the sea coastline.
 - h. warranty card being tampered with, falsified or filled in by unauthorized persons.
35. The Buyer's Warranty rights shall become null and void, if:
 - a. the Buyer has failed to apply or observe the Manual during Product's installation;
 - b. the Buyer has used the Product not in compliance with its properties, intended use and the Manual, to the extent it contributed to the defect occurrence;
 - c. the Buyer has failed to carry out proper maintenance described in the Manual to the extent it has contributed to the defect occurrence;
 - d. the Buyer has altered or repaired the Product by its own or by a third party, other than indicated by the Guarantor, without the Guarantor's consent, to the extent it has contributed to the defect occurrence;
 - e. warranty card was tampered with, falsified or filled in by unauthorized persons.

CONDITIONS OF SURFACE ACCEPTANCE

36. Due to the type of painting technology used, we admit spot pits in the coating, which may remain unpainted or primed.
37. Any inclusions, pits and roughness of the coating are admissible if they do not exceed 5% of the painted surface and they occur on significant* surface and are invisible from a distance of at least 3m according to PN-EN13438.
38. Thickening and molten drops under the paint coat, which are a natural consequence of galvanic processes are acceptable.
39. Some shade differences resulting from different production lots are admissible, in accordance with the guidelines stipulated in PN-EN13438.
40. The determination of the type of coating like 'matt', 'semi-matt', 'satin', 'semi-gloss' and 'gloss' are indicative only and they are used as the basis for the arrangements with the Customer only.
41. The adhesion of the coating must meet the requirements of EN ISO 2409. The criterion is determined by a cross cut test.
42. Original packaging of the product is intended for protection of the product during transportation only, remove the packaging immediately after the purchase. Failure to observe the above instructions may result in product's discoloration.

*Significant surface is a front view of the fence, except for the fence frame and internal hollows, crevices, etc.

FINAL PROVISIONS

43. The Buyer's exercising the Warranty for Product granted by the Guarantor is independent of the rights the Buyer is entitled to under the statutory warranty (by the seller) for physical and legal defects of goods, because the Warranty for Product does not exclude, limit or suspend any Buyer's rights under the statutory warranty for defects of goods sold.
44. The Warranty shall enter into force on 1 August 2020.

